REMARKS

Claims 13, 15-18, and 20-22 are pending.

Claims 13-22 were rejected.

Claims 13-16 and 18-20 were amended in the amendment and response that was filed on April 24, 2008. This Amendment was entered by the Advisory Action, mailed May 15, 2008, but the rejections were maintained.

Claims 13, 15, 16, 18, 20, and 21 have now been amended and Claims 14 and 19 have now been cancelled. As amended and cancelled, reconsideration and allowance are respectfully requested.

A Request for Examiner Interview is being filed concurrently.

Claim Rejections – 35 USC § 112

Claims 13-22 were rejected under 35 U.S.C. 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention.

Claims 13-16, 18, 20, and 21 were specifically objected to because they lacked an antecedent basis for "the vehicles," "the highest profit," and/or "the monthly payment amounts." To address these concerns, these claims were amended in the Amendment that was filed on April 24, 2008, and entered by the Advisory Action mailed May 15, 2008.

Claim Rejections 35 USC § 103

Claims 13-22 were rejected under 35 U.S.C. 103(a) as being unpatentable over U.S. Patent 5,774,883 to Andersen et al. ("Andersen") in view of US Pub 2001/0049653 to Sheets ("Sheets"). Claims 13-16 and 18-20 were amended in the Amendment that was filed on April 24, 2008, and that was entered by the Advisory Action mailed May 15, 2008. Claims 13, 15, 16, 18, 20, and 21 have now been amended and Claims 14 and 19 have now been cancelled. As further amended and cancelled, this rejection is respectfully traversed and reconsideration is requested.

Amended Claim 13 is directed to a method for selecting the lease program that generates the largest profit for each of several vehicles. A target monthly payment is received, along with an amount of cash available for lease inception fees and financial information about a customer. A database is accessed which contains information about several lease programs. For each vehicle, a profit which each lease program generates is calculated based on the target monthly

payment, the amount of cash available for lease inception fees, and the financial information about the customer. The calculated profits are compared and the lease program that generates the highest calculated profit is selected for each vehicle.

The Examiner has recognized three times that Andersen does not disclose selecting the most profitable lease program based on a target monthly payment. *See* Office Action mailed July 5, 2007 at pp. 6 ("Andersen does not specifically disclose receiving a first input representing a target monthly payment amount"); Office Action mailed January 9, 2008 at pp. 5 ("Andersen does not specifically disclose receiving a first input re[resenting a target monthly payment amount") and 7 ("Andersen does not specifically disclose receiving a first input representing a target monthly payment amount"). The Examiner nevertheless urges that it would have been obvious to have modified Andersen to have done so for three reasons. Applicant respectfully disagrees and requests reconsideration.

First, the Examiner points out that "Andersen discloses receiving customer budget information." Office Action mailed January 9, 2008 at p. 5. Andersen does disclose extracting information "related to the customer's budget." Col. 12, lines 24-25. However, "[t]his information is [merely] about the current status of the customer, such as gross income and current debts." *Id.* at lines 26-29. It is typically used to qualify a buyer for a loan. This information does not specify a target monthly payment.

Second, the Examiner points out that Sheets "discloses receiving a first input representing a target monthly payment amount." *Id.* However, Sheets used this information for a much different purpose. It used this information "for matching customers with products in inventory." Abstract. **Knowing that a monthly payment could be used to determine which products a customer can afford, however, in no way, shape or form rendered it obvious to use the same information for the DIFFERENT purpose of determining which lease program would yield the largest profit.** That would be akin to saying that it was obvious to have used water to produce oxygen merely because if was known to use water to put out a fire! The fact that "one's monthly payment is a portion of one's overall budget and would be a significant determiner in selecting a vehicle and the associated payment" – the sole reason offered by the Examiner for modifying Andersen with this teaching of Sheets – simply does not explain why it was obvious

to have modified Andersen to have identified the most profitable lease based on a target monthly payment.

Last, the Examiner points out that Andersen gave consideration to "a maximum payment a borrower can make." Office Action mailed January 9, 2008. However, this was stated in the "Background of the Invention" in the context of "communicating to the manager the maximum possible loan advance on each sale." Andersen at Col. 2, lines 21-22. This was not discussed in the context of determining how much profit would be made on each lease program, as required by amended Claim 13. Again, the mere fact that it was known to use a monthly payment to determine the maximum amount that might be loaned in no way, shape or form made it obvious to use the same information to determine the most profitable loan.

Amended Claim 15 is similar to amended claim 13, but requires the system to be "identifying . . . the lease program requiring the lowest monthly payment" (emphasis added). This empowers the salesperson to offer the best possible deal to the customer. Nowhere does the Examiner contend that this feature is taught by any prior art, nor does the Examiner offer any reason as to why this core difference between the claim and the applied art was merely an obvious difference. A *prima facie* showing of obviousness in connection with this claim has therefore not been made.

Amended Claim 16 is a computer-readable storage media counterpart to amended method Claim 13. It is patentable in view of the applied references for the same reasons as discussed above in connection with amended Claim 13.

Claim 17 is dependent upon amended Claim 16 and is patentable in view of the applied references for the same reasons as discussed above in connection with amended Claim 16. Claim 17 also requires information to be collected about the customer and stored in a first computer storage device, the stored information to be transferred from the first computer storage device to a central computer storage device, and for the central computer storage device to perform the remaining steps of the method of Claim 13. This enables customer information to be collected by salespersons while out on the sales floor with their own personal and portable devices, yet for this information to be processed as needed by a more powerful central system. Again, nowhere does the Examiner contend that this feature is taught by any prior art, nor does the Examiner offer any reason as to why these core differences between the claim and the applied art were

merely obvious differences. A *prima facie* showing of obviousness in connection with this claim has therefore not been made.

Amended Claim 18 is similar to amended Claim 13, but requires the method to be "identifying . . . the lease program generating the highest profit for each of [a plurality] of monthly payment amounts" (emphasis added). This provides further flexibility to the salesperson, while still maximizing dealer profits. Again, nowhere does the Examiner contend that this feature is taught by any prior art, nor does the Examiner offer any reason as to why this core difference between the claim and the applied art was merely an obvious difference. A *prima facie* showing of obviousness in connection with this claim has therefore not been made.

Amended Claim 20 is a computer system counterpart to amended method Claim 13 and is patentable in view of the applied references for the same reasons as discussed above in connection with amended Claim 13.

Amended Claim 21 is a computer-readable storage media counterpart to amended method claim 18 and is patentable in view of the applied references for the same reasons as discussed above in connection with amended Claim 18.

Claim 22 is dependent upon amended Claim 18 and is patentable in view of the applied references for the same reasons as discussed above in connection with amended Claim 18. Claim 22 also requires information to be collected about the customer and stored in a first computer storage device, the stored information to be transferred from the first computer storage device to a central computer storage device, and for the central computer storage device to perform the remaining steps of the method of Claim 18. As explained above in connection with Claim 17, this enables customer information to be collected by salespersons while out on the sales floor with their own personal and portable devices, yet for this information to be processed as needed by a more powerful central system. Again, nowhere does the Examiner contend that this feature is taught by any prior art, nor does the Examiner offer any reason as to why these core differences between the claim and the applied art were merely obvious differences. A *prima facie* showing of obviousness in connection with this claim has therefore not been made.

CONCLUSION

For the foregoing reasons, Applicant respectfully submits that the above amendment places this application in condition for allowance, which Applicant respectfully solicits.

Please charge any shortage in fees due in connection with the filing of this paper, including extension of time fees, to Deposit Account 501946 and please credit any excess fees to such deposit account and reference attorney docket no. 64754-011.

Respectfully submitted,
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